

Vivun Inc. - Evergreen Subscription Terms Addendum

1. Notwithstanding anything to the contrary in the Vivun Master Subscription Agreement “Agreement,” the following terms shall apply solely to the subscription Services Types identified in an order Order Form as “Evergreen” (the “Evergreen Services”):
2. Term and Renewal. The Evergreen Services shall commence on the Effective Date specified in the applicable Order Form and shall continue for the initial Subscription Term identified therein, unless otherwise terminated pursuant to the Agreement or these Terms.
3. Automatic Renewal. The Evergreen Services shall automatically renew for successive one-month renewal terms without further action by either party unless either party provides the other with written Notice of Non-Renewal at least five (5) days prior to the end of the then-current Subscription term.
4. Calendar Month Billing. During the initial Subscription Term, invoicing for the Evergreen Services shall be based on full calendar months, with each billing period commencing on the first day of a calendar month and ending on the last day of that month. If the Subscription Term begins on a date other than the first of the month, the fee for that initial partial month shall be prorated based on the number of days the Services are provided in that month. Thereafter, all monthly invoices shall be issued in advance on the first day of each calendar month and shall cover Services rendered through the end of the Subscription Term.
5. Pricing Adjustments. Provider reserves the right to modify the monthly fees for the Evergreen Services at any time upon at least ten (10) days’ prior written notice to Customer. The revised fees shall apply beginning with the next

renewal subscription term following the expiration of such notice period. Continued use of the Evergreen Services after the effective date of the fee change shall constitute acceptance of the new pricing. If Customer does not agree to the revised pricing, its sole remedy shall be to terminate the Evergreen Services in accordance with Section 2.

6. Precedence. This Addendum shall control with respect to the Evergreen Services and shall supersede any inconsistent or conflicting terms in the Agreement or any prior Order Form related to term, renewal, termination, or billing for such services.